FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: S00070495 **Type of Permit:** STILL **Release Date:** 10/22/2013

Production Company GREY TV LLC

Insured Company Name GREY TV LLC

Contact Phone No. 1 323-651-1501
Contact Phone No. 2
Fax
Address 1155 N LA CIENEGA BLVD, #503
LOS ANGELES, California 90069

Production Title VAPOR COUTURE

Type of Production Still Photo

Producer Michael Grey

Director Michael Grey

1st AD Michael Grey

Production Manager Teresa Barbosa

FilmL.A. Coordinator Sophia Alexander

Location Manager Michael Grey
Primary Phone Mobile - 267-226-6590
Secondary Phone

Location Assistant Teresa Barbosa
Primary Phone Mobile - 310-962-7660
Secondary Phone

Fees

FILMLA STILL APPLICATION FEE	$60.00
SANTA MONICA STILL PHOTO APPLICATION FEE	$105.06
SANTA MONICA DOWNTOWN FILM/STILL PHOTO EXT LOW IMPACT LOCATION FEE	$512.00

Total Permit Fee $677.06

Number of Locations 2

NOT A PERMIT

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information — Location

Location 1 of 2

Permit Number S00070495
Production Company GREY TV LLC
Insured Company GREY TV LLC
Production Title VAPOR COUTURE

Location Manager Michael Grey
Primary Phone Mobile - 267-226-6590
Secondary Phone

Location Address 3rd St Promenade, Wilshire Blvd - Broadway, Santa Monica, CA, 90401

Location Name 3RD STREET PROMENADE

Location Type Pedestrian walkway

Film Dates 10/23/2013 - 10/23/2013 08:00 - 22:00 1 day

Open or Closed to the Public Open

Generic Conditions
All vehicles must be parked on private property
Must comply with attached conditions
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping or setting up in front of merchants or residents without prior approval

Please see attached documents
GREY TV LLC.pdf
Terms & Condition e delivery.pdf
DTSM Filming Guidelines 2013.pdf
DTSM Filming_Fee_09_01_13.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	2

Personnel on Location

Type	Quantity
Cast	2
Crew	5

Filming Activities Exterior models against scenery; Handheld equipment;

Jurisdiction
Political: City of Santa Monica
Police: Santa Monica Police Department
Fire: Santa Monica Fire Department

Thomas Guide **Page:** 671 **Grid:** E2

Approvals

CITY OF SANTA MONICA - DOWNTOWN SANTA MONICA, INC.	Megan Furey
CITY OF SANTA MONICA - PUBLIC WORKS DEPARTMENT	Kathy Ruff
CITY OF SANTA MONICA POLICE DEPARTMENT	Dave Hunscke

Parking
Base Camp
Location Type : Filming Location
Crew Parking
Location Type : Other Location
1321 2nd St, Santa Monica, CA, 90401
Parking Notes
Public Parking 4 - Will pay at entry

NOT A PERMIT

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information — Location

Permit Number S00070495
Production Company GREY TV LLC
Insured Company GREY TV LLC
Production Title VAPOR COUTURE

Location Manager Michael Grey
Primary Phone Mobile - 267-226-6590
Secondary Phone

Location Address California Ave, Lincoln Blvd, Broadway Ave, Ocean Ave(Inclusive, excluding Beaches, Parks, Third St Promenade, State Highways and Freeways), Santa Monica, CA, 90403

Location Type Driving grid

Film Dates 10/23/2013 - 10/23/2013 08:00 - 20:00 1 day

Open or Closed to the Public Open

Generic Conditions It is the responsibility of the permittee to be aware of Special Condition areas, which are excluded from this grid location. A complete list of Special Condition areas can be found at www. Filmla.com
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping or setting up in front of merchants or residents without prior approval

Equipment on Location

Type	Quantity
Cast/Crew vehicles	2

Personnel on Location

Type	Quantity
Cast	2
Crew	5

Filming Activities Exterior establishing shots; Exterior models against scenery; Handheld equipment;

Jurisdiction **Political:** City of Santa Monica **Police:** Santa Monica Police Department **Fire:** Santa Monica Fire Department

Thomas Guide **Page:** 671 **Grid:**

Approvals CITY OF SANTA MONICA - PUBLIC WORKS DEPARTMENT — Kathy Ruff
CITY OF SANTA MONICA POLICE DEPARTMENT — Dave Hunscke

Coordinator Note ABSOLUTELY NO PARKING ALLOWED ON CITY MAINTAINED ROAD, SIDEWALK, ALLEY-WAYS OR PUBLIC PROPERTY.

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Other Location
1321 2nd St, Santa Monica, CA, 90401

Parking Notes
Public Parking 4 - Will pay at entry

NOT A PERMIT

FilmL.A., Inc.
1201 W. 5th St., Suite 800
Los Angeles, CA 90017

ATTACHED IS A FINAL DRAFT OF THE PERMIT FOR WHICH YOU APPLIED.

- **Please review all copies of this final draft permit/rider and attachments.**
- **If you need to make changes, contact your assigned coordinator immediately at (213) 977-8600.**
- **If there are no changes, please indicate approval and acceptance of the permit by entering an authorized signature below.** ***An authorized signature is acceptable if typed in the following form: /john quincy doe/***
- **Please be advised that your signature hereon will bind the production company to all the terms, conditions and restrictions of the final permit. Your permit is not valid and cannot be used unless and until you enter the information requested below with your signature and return it to FilmL.A. with all attachments.**
- **After you enter your signature and other information below and return it to FilmL.A. with all attachments, we will email you the final permit release copy, from which all "Draft" designations have been removed, for your use and records, in a pdf. (If you do not return your approval by 6 p.m. your permit may not be ready for delivery until the next business day.)**

PERMITTEE (Company Name)	GREYTV MEDIA, LLC
Signature of Authorized Company Representative Valid signature = /john quincy doe/ (include slashes)	
DATE OF SIGNATURE	10/21/13

By typing your signature above, you certify that you have read and agree to all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions set forth above (collectively, the "Permit Terms"), and you agree to bind the Permittee to all the Permit Terms. You further certify that you have the power and authority to bind the Permittee to the Permit Terms, and you understand and acknowledge that this permit and the Permit Terms constitute a legally-enforceable obligation on Permittee. Your permit is not valid and cannot be used unless and until you sign this document, return it to FilmL.A., and receive a final permit from FilmL.A. from which all "Draft" designations have been removed.

DRAFT & FINAL PERMITS CAN BE SENT ONLY DURING NORMAL BUSINESS HOURS (8:00 am to 6:00 pm).

FINAL

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

By the use of this permit, Permittee accepts and agrees to be bound by all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions as set forth above. Permittee further acknowledges that Permittee's signature on file with FilmL.A., Inc. indicates that Permittee accepts and is bound by all the terms, conditions, restrictions and obligations of this permit, including not only the above General Terms, Conditions and Restrictions,but also the Filmmakers Code of Professional Responsibility, Park Film Office Rules, if any, Special Filming Conditions, if any, Lane/Road Closure conditions, if any, and any other term, condition or restriction set forth on the permit and any attachments.

PERMIT

Permit #S00070495

Updated July 2013

DOWNTOWN SANTA MONICA FILMING GUIDELINES

- A **City of Santa Monica permit through FilmL.A** is required. Please go to www.filmla.com and apply for the permit through the Online Permit System (OPS) or for more information, please call FilmL.A. at 213-977-8600 and ask for Production Planning.

- **An Application Fee, Site Fee, and Certificate of Insurance** is also required.

- Normal permitted filming hours are from 8:00 a.m. to 10:00 p.m. Filming activity before 8:00 a.m. or after 10:00 p.m. requires a written approval from 90% of residents and businesses located with 250-foot radius of filming location.

- No filming is allowed on Wednesdays due to Farmers' Market or on Saturdays and Sundays due to the high volume of shopping traffic. However, low-impact, small productions – man-on-the-street interviews and still photo shoots will be considered on a case-by-case basis.

- A filming fee is required pursuant to Downtown Santa Monica, Inc **Filming Fee Schedule**. A location fee is applicable for **each day** of filming including preparation and strike days.

- No parking of equipment in alleys will be allowed. Parking of generators in alleys will be considered on a case-by-case basis and must be approved by the City of Santa Monica.

- No District pedestrians or vehicle traffic are to be unreasonably inconvenienced, and no merchant, pavilion tenant or cart vendor is to be disturbed by the filming or prep time, without prior notification to the merchant or tenant and Downtown Santa Monica, Inc.

- Street meters require the signature of the merchant adjacent to the space.

- On the Third Street Promenade, there must always be an unobstructed 12' fire lane.

NOT A PERMIT

Permit #S00070495

Updated July 2013

DOWNTOWN SANTA MONICA FILMING FEE SCHEDULE

All location fees are nonrefundable, except for rain/weather days; however, fees may be transferred to another Downtown Santa Monica filming date.

Downtown Santa Monica Fees:

$ 100 Student Films

$ 250 Nonprofit / Educational, exterior only

$ 512 Still Photography, exterior with low impact

$ 1,536 Still Photography, exterior with high impact

$ 512 Film/Video Man-on-the-Street / Walk-and-Talk (crew of 9 or less) — This fee includes situations where commercial filming companies are conducting several street interviews with the public. These are small crews that set up at a fixed location or various locations to obtain public input. Involves minimal impact on the District and should not impact pedestrian flow.

$ 768 Film/Video Man-on-the-Street / Walk-and-Talk (crew of 10 or more) — *Description same as above.*

$ 1,024 Film/Video Half-Day Shoots, *including Infomercials* (six-hour maximum, with teardown) — This fee includes exterior shoots and interior-only shoots with significant and unusual impact on pedestrian or vehicular traffic (rerouting pedestrians away from neighboring business' entryways or placing a generator on the sidewalk). Must obtain signatures from neighboring businesses.

$ 2,560 Film/Video All-Day Street Filming, *including Infomercials* — This fee allows multiple locations throughout the District, and includes interior and exterior shoots that have significant and unusual impact on pedestrian or vehicular traffic, such as rerouting pedestrians away from neighboring business' entryways or placing a generator on the sidewalk. Must obtain signatures from neighboring businesses.

FilmL.A. Fees:

$ 625 Application Fee

$ 105 (still photo) to $155 (filming) Notification Fee, Fee is a minimum, final cost depends on size of shoot.

$ 30 (per hour, 4 hour minimum**) Film Monitor Fee,** Film Monitor is assigned as needed.

City of Santa Monica Fees:

$105.06 – Still Photo Application Fee

$262.66 Filming Application Fee

All Fees will be collected by FilmL.A.

NO PERMIT

Downtown Santa Monica, Inc. 1351 Third Street Promenade, Suite 201, Santa Monica, CA 90401
310-393-8355 (T) www.DowntownSM.com 310-485-3921 (F)